

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7096007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PARALLAX HEALTH MANAGEMENT, INC	12/10/2021
RECEIVING PARTY DATA	
Name:	DATA VAULT HOLDINGS, INC.
Street Address:	48 WALL STREET
Internal Address:	FLOOR 11
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14979742
Application Number:	14979889
Application Number:	17089200
CORRESPONDENCE DATA	
Fax Number:	(855)877-7845
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	515-218-7888
Email:	docketing@goodhue.com
Correspondent Name:	GOODHUE, COLEMAN & OWENS, P.C.
Address Line 1:	12951 UNIVERSITY AVENUE
Address Line 2:	SUITE 201
Address Line 4:	CLIVE, IOWA 50325
ATTORNEY DOCKET NUMBER:	LFCS-P0001
NAME OF SUBMITTER:	ASHLYN NGUYEN
SIGNATURE:	/ASHLYN NGUYEN/
DATE SIGNED:	12/28/2021
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement") is made this 8th day of December, 2021, from Parallax Health Management, Inc., an Arizona corporation ("Assignor") with offices at 504 W 29th Street, Tucson, AZ 85713 to Data Vault Holdings, Inc., a Delaware corporation ("Assignee") located at 48 Wall Street, Floor 11, New York, NY 10005.

WHEREAS, Assignee has agreed to accept and assume from Assignor all right, title and interest of the Assignor in and to the intellectual property set forth on Schedule A hereto (the "IP") under the terms and conditions of this Agreement by and among the Parties and Assignor desires to assign the same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly under this Agreement, Assignor hereby assigns, transfers, sells, and conveys to Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest, including all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and all associated goodwill, throughout the world in and to the IP and the following rights and privileges pertaining to the subject matter thereof, including, without limitation, rights to claim priority, all causes of action, claims, derivative rights, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for infringement thereof anywhere in the world (collectively, the "Intangible Rights"). Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor's rights, titles, and interests of whatever kind in the Intellectual Property listed in Schedule A ("Assigned Rights"), together with the goodwill of the business relating to the products on which the Assigned Rights are used and for which they are registered or for which the application is pending.
2. Representations and Warranties. Assignor represents and warrants that Assignor has not previously conveyed, assigned, transferred, delivered, or licensed all or any of Assignor's assigned rights, title, or interest, that Assignor is not currently aware of any infringement of such rights, and that Assignor has not retained, taken, copied, or reverse-engineered all or any part of the IP. Assignor further represents and warrants that Exhibit A attached hereto containing the definition of IP is clear, unambiguous, and sufficient to describe the Intellectual Property and to effectuate the transaction contemplated herein and in the Purchase Agreement. In order to effectuate a complete transfer of 100% of the IP, Assignor further represents and warrants that Assignor knows of no other person required to be a party to or execute this Agreement, whether as Assignor or otherwise, or contribute or otherwise assign, transfer, sell, or convey all or any part of the IP listed on Exhibit A. Assignor further represents that the Assigned Rights are free from any security interest, option, mortgage, charge or lien; it is unaware of any infringement or likely infringement of any of the Assigned Rights; so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and all previous assignments of the applications and registrations pertaining to the Assigned Rights are valid and were registered within applicable time limits.
3. Further Assurances. Assignor further agrees that Assignor will, at Assignee's expense, cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual

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property registrations, or applications and execute such documents that are necessary for Assignee to accomplish the foregoing. Assignor covenants and agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of this Agreement and obtain recordation thereof. Assignor represents and warrants that it was, immediately prior to the execution of this Agreement, the sole owner of all rights, title and interest in and to the IP, has full power and authority to enter into this Agreement, and is not aware of any questions or challenges to the validity or title of the IP.

4. Indemnity. The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses suffered or incurred by the Assignee arising out of or in connection with: (a) any breach of the warranties contained in Section 2 or Section 3 herein; or (b) the enforcement of this agreement; or (c) to the fullest extent permissible by law, all liability that may arise in relation to the Assigned Rights prior to the date of this Agreement, whether arising from negligence or otherwise; and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach. This indemnity shall apply whether or not the Assignee has been negligent or at fault. If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

5. General. The failure of a party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement or the assignment of any right hereunder is held to be illegal or unenforceable or is determined to be invalid or unenforceable, such provision or assignment shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable. The parties shall not use or disclose technical, business, information or plans not generally available or publicly known without the other party's prior written consent. This Agreement shall be interpreted and controlled by and construed and enforced according to the laws of the State of Delaware without regard to conflicts of laws provisions thereof. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

6. Additions. Assignor hereby grants the Assignee the power to insert in this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States of Patent and Trademark Office for recordation of this document and applicable to subsequent filings related to the IP of Schedule A, such as trademark applications, trademark prosecution documents, trademark renewal documents, utility patent applications, continuation patent applications, divisional patent applications, continuation-in-part patent applications, PCT applications and other patents that claim priority to or reference the IP of Schedule A.

IN WITNESS, WHEREOF, the undersigned have caused this Agreement to be executed by the signature of their respective duly authorized officers as of the date above first written.

ASSIGNOR – Parallax Health Management, Inc.

Signature: *Sonia Choi*
(Sonia Choi) (Dec 10, 2021 1:04 EST)

Printed Name: Sonia Choi

Title: CEO

Date: Dec 10, 2021

ASSIGNEE – Data Vault Holdings, Inc.

Signature: *Nathaniel Bradley*
(Nathaniel Bradley) (Dec 23, 2021 2:06 EST)

Printed Name: Nathaniel Bradley

Title: CEO

Date: Dec 19, 2021

Schedule A

Intellectual Property

1. U.S. Utility Patent Application with Application No. 14/979,742 entitled "Remote Medication Delivery Systems", filed December 28, 2015.
2. U.S. Utility Patent Application with Application No. 14/979,889 entitled "Remote User Monitoring System", filed December 28, 2015.
3. U.S. Utility Patent Application entitled with Application No. 17/089,200 entitled "System and Method for Providing Medication to a User", filed November 4, 2020.
4. U.S. Trademark for the "QOLPOM" work mark and set for in the Trademark with Registration No. 5279137 filed on January 2, 2016.
5. U.S. Trademark for "QOLPOM" logo and set for in the Trademark with Registration No. 5283497 filed on January 2, 2016.